

ORDER FOR SUPPLIES OR SERVICES (FINAL)

PAGE 1 OF

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| | | | | | | | | | | | | | |
|--|--|--|--|---|--|---|--|---|--|---|--|-----------------|--|
| 1. CONTRACT NO. N00178-04-D-4067 | | | | 2. DELIVERY ORDER NO. N0003917F3009 | | 3. EFFECTIVE DATE 2017 Sep 01 | | 4. PURCH REQUEST NO. 1300622846 | | 5. PRIORITY Unrated | | | |
| 6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 Cindy J Ledesma/21300 858-537-0428 | | | | CODE N00039 | | 7. ADMINISTERED BY DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO CA 92123-4353 | | | | CODE S0514A SCD: C | | | |
| | | | | | | | | | | 8. DELIVERY FOB | | | |
| | | | | | | | | | | DESTINATION | | | |
| | | | | | | | | | | OTHER | | | |
| | | | | | | | | | | (See Schedule if other) | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 9. CONTRACTOR INDUS TECHNOLOGY INC 2243 San Diego Ave San Diego CA 92110 | | | | CODE IBGW9 | | FACILITY | | 10. DELIVER TO FOB POINT BY (Date) See Schedule | | 11. X IF BUSINESS IS | | | |
| | | | | | | | | | | X SMALL | | | |
| | | | | | | | | | | SMALL DISADVANTAGED | | | |
| | | | | | | | | | | WOMEN-OWNED | | | |
| | | | | | | | | | | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 14. SHIP TO See Section D | | | | CODE | | 15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381 | | | | CODE HQ0339 | | | |
| | | | | | | | | | | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 16. TYPE OF ORDER | | DELIVERY/ CALL | | X | | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. | | | | | | | |
| PURCHASE | | | | | | Reference your _____ furnish the following on terms specified herein. | | | | | | | |
| | | | | | | ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | |
| INDUS TECHNOLOGY INC Itotanes Contracts Manager NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD) <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> If this box is marked, supplier must sign Acceptance and return the following number of copies: _____ | | | | | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule | | | | | | | | | | | | | |
| 18. ITEM NO. | | 19. SCHEDULE OF SUPPLIES/SERVICES | | | | 20. QUANTITY ORDERED/ ACCEPTED * | | 21. UNIT | | 22. UNIT PRICE | | 23. AMOUNT | |
| | | See Schedule | | | | | | | | | | | |
| *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | | | 24. UNITED STATES OF AMERICA | | | | 25. TOTAL | | \$15,759,940.90 | |
| | | | | | | BY: /s/Jennifer N Tsui 08/29/2017 CONTRACTING/ORDERING OFFICER | | | | 26. DIFFERENCES | | | |
| | | | | | | | | | | | | | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN | | | | | | | | | | | | | |
| INSPECTED | | RECEIVED | | ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: | | | | | | | | | |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | c. DATE | | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | 28. SHIP NO. | | 29. D.O. VOUCHER NO. | | 30. INITIALS | | | |
| | | | | | | PARTIAL | | 32. PAID BY | | 33. AMOUNT VERIFIED CORRECT FOR | | | |
| | | | | | | FINAL | | | | | | | |
| f. TELEPHONE | | g. E-MAIL ADDRESS | | | | 31. PAYMENT | | 34. CHECK NUMBER | | 35. BILL OF LADING NO. | | | |
| | | | | | | COMPLETE | | | | | | | |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | | PARTIAL | | | | | | | |
| a. DATE | | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | FULL | | | | | | | |
| 37. RECEIVED AT | | 38. RECEIVED BY (Print) | | 39. DATE RECEIVED | | 40. TOTAL CON-TAINERS | | 41. S/R ACCOUNT NUMBER | | 42. S/R VOUCHER NO. | | | |
| | | | | | | | | | | | | | |

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GENERAL INFORMATION

The total amount of funds obligated to the task is hereby increased from \$0.00 by \$2,505,383.00 to \$2,505,383.00.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|----------------------|-----------|---------|---------|
| 700101 | O&MN,N | 0.00 | (b)(4) | |
| 700102 | O&MN,N | 0.00 | (b)(4) | |
| 700103 | O&MN,N | 0.00 | (b)(4) | |
| 700104 | O&MN,N | 0.00 | (b)(4) | |
| 700105 | O&MN,N | 0.00 | (b)(4) | |
| 700106 | OPN | 0.00 | (b)(4) | |
| 700107 | OPN | 0.00 | (b)(4) | |
| 700108 | OPN | 0.00 | (b)(4) | |
| 700109 | OPN | 0.00 | (b)(4) | |
| 700110 | OPN | 0.00 | (b)(4) | |
| 700111 | O&MN,N | 0.00 | (b)(4) | |
| 700112 | O&MN,N | 0.00 | (b)(4) | |
| 700113 | O&MN,N | 0.00 | (b)(4) | |
| 700114 | OPN | 0.00 | (b)(4) | |
| 700115 | Fund Type - OTHER | 0.00 | (b)(4) | |
| 900101 | O&MN,N | 0.00 | (b)(4) | |

The total value of the order is hereby increased from (b)(4)

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|-----------|---------|---------|
| 7001 | 0.00 | (b)(4) | |
| 9001 | 0.00 | (b)(4) | |

The Period of Performance of the following line items is hereby changed as follows:

| CLIN/SLIN | From | To |
|-----------|------|----------------------|
| 7001 | | 9/1/2017 - 8/31/2018 |
| 7101 | | 9/1/2018 - 8/31/2019 |

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| | |
|------|----------------------|
| 7201 | 9/1/2019 - 8/31/2020 |
| 7301 | 9/1/2020 - 8/31/2021 |
| 7401 | 9/1/2021 - 8/29/2022 |
| 9001 | 9/1/2017 - 8/31/2018 |
| 9101 | 9/1/2018 - 8/31/2019 |
| 9201 | 9/1/2019 - 8/31/2020 |
| 9301 | 9/1/2020 - 8/31/2021 |
| 9401 | 9/1/2021 - 8/31/2022 |

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 7001 | R425 | Base Year (Fund Type - TBD) | 1.0 | LO | (b)(4) | | |
| 700101 | R425 | Incremental Funding - ACRN AA \$132,000 (O&MN,N) | | | | | |
| 700102 | R425 | Incremental Funding - ACRN AB \$76,389 (O&MN,N) | | | | | |
| 700103 | R425 | Incremental Funding - ACRN AC \$30,000 (O&MN,N) | | | | | |
| 700104 | R425 | Incremental Funding - ACRN AD \$198,400 (O&MN,N) | | | | | |
| 700105 | R425 | Incremental Funding - ACRN AE \$41,000 (O&MN,N) | | | | | |
| 700106 | R425 | Incremental Funding - ACRN AF \$22,000 (OPN) | | | | | |
| 700107 | R425 | Incremental Funding - ACRN AG \$59,831 (OPN) | | | | | |
| 700108 | R425 | Incremental Funding - ACRN AH \$85,000 (OPN) | | | | | |
| 700109 | R425 | Incremental Funding - ACRN AJ \$345,000 (OPN) | | | | | |
| 700110 | R425 | Incremental Funding - ACRN AK \$134,169 (OPN) | | | | | |
| 700111 | R425 | Incremental Funding - ACRN AL \$385,000 (O&MN,N) | | | | | |
| 700112 | R425 | Incremental Funding - ACRN AM \$240,000 (O&MN,N) | | | | | |
| 700113 | R425 | Incremental Funding - ACRN AN \$21,000 (O&MN,N) | | | | | |
| 700114 | R425 | Incremental Funding - ACRN AP \$36,000 (OPN) | | | | | |
| 700115 | R425 | Incremental Funding - ACRN AQ \$689,594 (Fund Type - OTHER) | | | | | |
| 7101 | R425 | Option Year 1 (Fund Type - TBD) Option | 1.0 | LO | \$(b)(4) | | |
| 7201 | R425 | Option Year 2 (Fund Type - TBD) Option | 1.0 | LO | (b)(4) | | 09 |

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|------|---------------------------------|-----|------|-----------|-----------|------|
| 7301 | R425 | Option Year 3 (Fund Type - TBD) | 1.0 | LO | (b)(4) | | |
| | | Option | | | | | |
| 7401 | R425 | Option Year 4 (Fund Type - TBD) | 1.0 | LO | (b)(4) | | |
| | | Option | | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 9001 | R425 | ODC in support of CLIN 7001 (Fund Type - TBD) | 1.0 | LO | (b)(4) |
| 900101 | R425 | Incremental funding - ACRN AA(b)(4) O&MN,N) | | | |
| 9101 | R425 | ODC in support of CLIN 7101 (Fund Type - TBD) | 1.0 | LO | (b)(4) |
| | | Option | | | |
| 9201 | R425 | ODC in support of CLIN 7201 (Fund Type - TBD) | 1.0 | LO | (b)(4) |
| | | Option | | | |
| 9301 | R425 | ODC in support of CLIN 7301 (Fund Type - TBD) | 1.0 | LO | (b)(4) |
| | | Option | | | |
| 9401 | R425 | ODC in support of CLIN 7401 (Fund Type - TBD) | 1.0 | LO | (b)(4) |
| | | Option | | | |

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

B-2 OTHER DIRECT COSTS

It is anticipated that Other Direct Costs (ODCs) will consist mainly of travel and incidental material costs. The Government reserves the right to increase the ODC CLINs to reflect increases for travel and other incidental expenses. Travel costs shall be reimbursed based on actual and reasonable costs in accordance with the Joint Travel Regulations or with FAR 31.205-46. The ODC CLINs will be non-fee bearing subject to --Material Handling and G&A rates only.

B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (5252.216-9206)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is **SEE TABLE BELOW** hours. The **SEE TABLE BELOW** direct labor hours include **zero (0)** uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

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(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours. The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **SEE TABLE BELOW** per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

| TABLE | CLIN | FIXED FEE | HOURS | FEE PER DIRECT LABOR HOUR |
|-----------------|------|-----------|-------|---------------------------|
| Base Year | 7001 | (b)(4) | | |
| Option Year I | 7101 | (b)(4) | | |
| Option Year II | 7201 | (b)(4) | | |
| Option Year III | 7301 | (b)(4) | | |
| Option Year IV | 7401 | (b)(4) | | |

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work. The Government reserves the right to transfer unused ceiling from one period to another as needed.

B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (5252.232-9210)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of cost and fee are as follows:

ITEM(S) AMOUNT ALLOTTED (COST AND FEE)

See attachment no. 5, Allotment of Funds.

(c) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.

(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

B-5 OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)(SPAWAR C-301)

Work under this contract shall be performed in accordance with attachment no. 1, Performance Work Statement (PWS) and Exhibit A, Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the Task Order term. Attachment no. 2, Quality Assurance Surveillance Plan is (QASP) incorporated to this Task Order.

C-3 SECURITY REQUIREMENTS (DEC 1999)(5252.204-9200)

The work to be performed under this contract as delineated in attachment no. 3, DD Form 254 Contract Security Classification Specification, involves access to and handling of classified material up to and including Secret. In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

C-4 WORKWEEK (APR 2012) (5252.222-9200)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

| <u>Name of Holiday</u> | <u>Time of Observance</u> |
|----------------------------|-----------------------------|
| New Year's Day | 1 January |
| Martin Luther King Jr. Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | 4 July |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | 11 November |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | 25 December |

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week

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period.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 KEY PERSONNEL (DEC 1999) (5252.237-9601)

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract

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must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

| NAME | CONTRACT LABOR CATEGORY |
|--------|-------------------------|
| (b)(6) | |
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(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-7 LABOR CATEGORY QUALIFICATION REQUIREMENTS

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel, including specified key personnel. The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The contractor is responsible for insuring the accuracy of the information contained in the resumes. The Government reserves the right to review all resumes of proposed personnel. Personnel proposed shall demonstrate the applicable education, qualifications and experience in accordance with attachment no. 4, Labor Category Qualification Requirements.

C-8 LIABILITY INSURANCE--COST TYPE CONTRACTS (5252.228-9201) (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

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\$20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer's Representative

All deliverables shall be packaged and marked in accordance with Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7001 9/1/2017 - 8/31/2018

9001 9/1/2017 - 8/31/2018

F-1 PERIODS OF PERFORMANCE (DEC 1999)

| | |
|------------|------------------------------------|
| BASE YEAR | 01 SEPTEMBER 2017 – 31 AUGUST 2018 |
| OPTION I | 01 SEPTEMBER 2018 – 31 AUGUST 2019 |
| OPTION II | 01 SEPTEMBER 2019 – 31 AUGUST 2020 |
| OPTION III | 01 SEPTEMBER 2020 – 31 AUGUST 2021 |
| OPTION IV | 01 SEPTEMBER 2021 – 31 AUGUST 2022 |

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract.

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

- a. The Contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed in CDRL Item A001-A003. The Contractor shall deliver the initial reports 45 days after contract award. Submissions are due monthly by the 15th of the following month to the Contracting Officer's Representative. This submission may be to a central website.
- b. In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:
1. Period Covered by Report
 2. Significant Accomplishments – Description of the technical progress made during that period.
 3. Significant Issues
 4. Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
 5. Travel Activity
- c. The Contractor shall provide emergent reports at the request of the task order Contracting Officer or Contracting Officer's Representative.

G-2 INVOICING INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

- (a) Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G.
- (b) Each ACRN under this contract is associated to a specific program, project, or PWS paragraph. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN; the program, project, or PWS paragraph; appropriation funds type and appropriation year are identified.
- (c) Costs incurred under the referenced program, project, or PWS paragraph shall only be billed to the associated ACRN(s). The contractor is only authorized to invoice for work completed under the program, project, or PWS paragraph referenced within each ACRN. Within each program, project, or PWS paragraph, the Contractor shall invoice in the same proportion as the amount of funding currently unliquidated (for each ACRN within the same fiscal year), starting with the earliest appropriation year.
- (d) The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the COR at the time of submission to WAWF. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

G-3 DFAS SPECIAL PAYMENT INSTRUCTION - OTHER (SEP 2009) (PGI 204.7108(d)(12))

The payment office shall make payment from each ACRN in accordance with the amounts invoiced by CLIN/SLIN/ACRN as referenced on the contractor's invoice.

NOTE: This Task Order has multiple sources of funding. DFAS Special Payment Instructions (1) - (11) use a first-in / first-out format that is not compatible with this multiple source funded Task Order. Payment Instruction

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(12) must be used to facilitate the multiple source funding structure of this Task Order for which invoicing shall be paid by CLIN / SLIN / ACRN as referenced in the contractor's invoices.

G-4 TYPE OF CONTRACT

This is a Cost Plus Fixed Fee - Level of Effort (TERM) task order.

G-5 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (252.232-7006)(MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Combo (FAR 52.216-7, 52.216-8)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF
Pay Official DoDAAC

Data to be entered in WAWF
HQ0339

| | | | |
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| | |
|---------------------------|--------|
| Issue By DoDAAC | N00039 |
| Admin DoDAAC | S0514A |
| Inspect By DoDAAC | N00039 |
| Ship To Code | N/A |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N00039 |
| Service Acceptor (DoDAAC) | N00039 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | HAA05B |
| Other DoDAAC(s) | N/A |

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

jennifer.tsui@navy.mil

(b)(4)

(g) *WAWF point of contact.*

The Contractor may obtain clarification and or technical help regarding invoicing in WAWF from the WAWF helpdesk at 866-618-5988.

G-6 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: (b)(4)

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: (b)(4)

G-7 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The SPAWAR Contracting Officer’s Representative for this Task Order is:

Name: (b)(4)

Code: PMW 790

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7290

Email: (b)(4)

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G-8 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

| SLINID | PR Number | Amount |
|---|------------|--------|
| 700101 | 1300666447 | (b)(4) |
| LLA : | | |
| AA 1771804 5C1C 251 00039 0 050120 2D 000000 A00004146582 | | |
| (b)(4) | | |
| 700102 | 1300666447 | (b)(4) |
| LLA : | | |
| AB 1771804 5FIT 251 00039 0 050120 2D 000000 A10004146582 | | |
| (b)(4) | | |
| 700103 | 1300666447 | (b)(4) |
| LLA : | | |
| AC 1771804 5T6M 251 00039 0 050120 2D 000000 A20004146582 | | |
| (b)(4) | | |
| 700104 | 1300666447 | (b)(4) |
| LLA : | | |
| AD 1771804 5T6M 251 00039 0 050120 2D 000000 A30004146582 | | |
| (b)(4) | | |
| 700105 | 1300666447 | (b)(4) |
| LLA : | | |
| AE 1771804 5C5C 251 00039 0 050120 2D 000000 A40004146582 | | |
| (b)(4) | | |
| 700106 | 1300666447 | (b)(4) |
| LLA : | | |
| AF 1771810 M2PQ 251 00039 0 050120 2D 000000 A50004146582 | | |
| (b)(4) | | |
| 700107 | 1300666447 | (b)(4) |
| LLA : | | |
| AG 1771810 M2W4 251 00039 0 050120 2D 000000 A60004146582 | | |
| (b)(4) | | |
| 700108 | 1300666447 | (b)(4) |
| LLA : | | |
| AH 1771810 M7IT 251 00039 0 050120 2D 000000 A70004146582 | | |
| (b)(4) | | |
| 700109 | 1300666447 | (b)(4) |
| LLA : | | |
| AJ 1771810 M7IT 251 00039 0 050120 2D 000000 A80004146582 | | |
| (b)(4) | | |

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700110 1300666447 (b)(4)

LLA :

AK 1771810 M7R2 251 00039 0 050120 2D 000000 B00004146582

(b)(4)

700111 1300666447 (b)(4)

LLA :

AL 1771804 60CP 251 36001 068892 2D X001SN 360017MILCOQ

(b)(4)

700112 1300666447 (b)(4)

LLA :

AM 1771804 KC6C 257 00025 068732 2D 01C6CP AA007RC2084R

(b)(4)

700113 1300666447 (b)(4)

LLA :

AN 1771804 60CP 251 36001 068892 2D C003SN 360017CTPBHQ

(b)(4)

700114 1300666447 (b)(4)

LLA :

AP 1771810 M7YC 251 00039 0 050120 2D 000000 A90004146582

(b)(4)

700115 1300666447 (b)(4)

LLA :

AQ 9750350 KABR 310 01025 A 068732 2D OBRA01 AA005RCP0108

(b)(4)

900101 1300666447 (b)(4)(b)(4)

LLA :

AA 1771804 5C1C 251 00039 0 050120 2D 000000 A00004146582

(b)(4)

BASE Funding (b)(4)

Cumulative Funding (b)(4)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA Contracting Officer's Representative (COR) and the Procuring Contracting Officer (PCO).

H-2 DATA RIGHTS

The Data Rights clause(s) in the basic contract are invoked for this task order.

H-3 CONTRACTOR PICTURE BADGE (JUL 2013) (5252.204-9202)

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.
- (b) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (c) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-4 CONTRACTOR IDENTIFICATION (MAY 2004) (5252.237-9602)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and its subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)

- (a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable

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measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the Offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of Information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

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H-6 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

H-7 ORGANIZATIONAL CONFLICT OF INTEREST

The Organization Conflict of Interest clause in the Contractor's basic Seaport IDIQ Contract is incorporated in this Task Order by reference.

H-8 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

H-9 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel

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(3) Purpose of travel and how it relates to the contract

(4) Contractor's estimated cost of travel

(5) Name(s) of individual(s) traveling and;

(6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

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(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work).

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc.) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives

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from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-10 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011) (5252.237-9603)

1. Definition. As used in this clause, "sensitive information" includes:
 1. All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
 2. Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
 3. Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
 4. Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).
2. In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.
3. Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—
 1. Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
 2. Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or

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- disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
3. Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
 4. Execute an "Information Access Agreement – Contractor Company" non-disclosure agreement and obtain and submit to the Contracting Officer a signed "Information Access Agreement – Contractor Employee" non-disclosure agreement for each employee prior to assignment;
 5. Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, **no later than 24 hours**. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.
 4. In the event that the Contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.
 5. The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.
 6. Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.
 7. Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Information Access Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

H-11 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including –

(1) DoD-approved information assurance workforce certification appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

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H-12 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (5252.243-9600)(JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Jennifer N. Tsui

ADDRESS: 4301 Pacific Hwy.

San Diego, CA. 92110-3127

TELEPHONE: 619-524-7181

H-13 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206)(DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-14 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs (from contractors) will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

H-15 ORGANIZATIONAL CONFLICT OF INTEREST (Dec 2004) (5252.209-9205)

(a) *Definitions.*

"Support Services" includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services.

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this

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contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. Specifically, the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier for task orders for which the Contractor has provided such support under PMW 790. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor’s employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to [*Contracting Officer insert the company name upon award of the contract*]. This clause shall remain in effect for one year following completion of performance of all efforts under this task order.

(e) The Contractor shall apply this clause to any subcontractors or consultants who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

H-16 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999) (5252.209-9203)

(a) This contract may require the Contractor to provide technical evaluation and/or advisory and assistance services in support of PMW 790. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, **within 15 days** after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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(e) The Contractor further agrees that it will not perform technical evaluations as described in the PWS for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

H-17 ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING) (DEC1999) (5252.209-9201)

(a) This contract provides for systems engineering and related technical support for PMW 790 programs. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

(c) During the term of this contract and for a period of **one (1) year** after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or Enclosure (1) consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of PMW 790 programs/projects performed under this contract. The contractor shall, **within 15 days** after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the PWS for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest clause.

H-18 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION) (DEC 1999) (5252.209-9202)

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of PMW 790 programs/projects. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of PMW 790 programs/projects. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of **one (1) year** after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, **within 15 days** after the

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effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

H-19 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (252.204-7008) (AUG 2015)

(a) *Definitions.* As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror proposes to deviate from any of the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD CIO, a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(d) An authorized representative of the DoD CIO will approve or disapprove Offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

H-20 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (252.204-7009)(AUG 2015)

(a) *Definitions.* As used in this clause-

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

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- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third party’s reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items.

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(a) *Definitions.* As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition

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includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation. "Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to,

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identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is

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created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

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SECTION I CONTRACT CLAUSES

I-1 Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

I-2 SUBCONTRACTS - ALTERNATE I (FAR 52.244-2) (OCT 2010)

- (a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

- (2) Is fixed-price and exceeds—

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before entering into any subcontract over the Simplified Acquisition Threshold (SAT) that was not initially proposed regardless of whether the potential subcontractor(s) have an approved accounting system and before placing the following subcontracts:

Not Applicable

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.

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(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Systems Technology Forum (STF)

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Science Applications International Corporation (SAIC)

Serco, Inc.

Engineering Services Network (ESN)

**I-3 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
(252.222-7006) (DEC 2010)**

(a) *Definitions.* As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

I-4 LIMITATIONS OF SUBCONTRACTING (52.219-14) (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

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(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I-5 OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor.

I-6 IDENTIFICATION OF UNCOMPENSATED OVERTIME (52.237-10) (OCT 1997)

(a) *Definitions*. As used in this provision --

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

“Uncompensated overtime rate” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror’s accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

I-7 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (Feb 1998)

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This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/>

<HTTP://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARSPGI/CURRENT/INDEX.HTML>

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SECTION J LIST OF ATTACHMENTS

Exhibits

Exhibit A - CDRLs A001-A003

Exhibit A - CDRL A001 MSR Staff Plan 1

Exhibit A - CDRL A001 MSR Staff Plan 2

Attachments

Attachment No. 1 - Performance Work Statement (PWS) Amendment 001

Attachment No. 2 - Quality Assurance Surveillance Plan (QASP)

Attachment No. 3 - DD Form 254 Contract Security Classification Specification

Attachment No. 4 - Labor Category Qualification Descriptions

Attachment No. 5 - Allotment of Funds